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REC'D TN  
REGULATORY AUTH.  
'00 JUN 13 PM 4 09  
OFFICE OF THE  
EXECUTIVE SECRETARY

June 9, 2000

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243

00-00506

Re: Interconnection and Resale Agreement between  
United Telephone-Southeast and Sprint Communications  
Company L.P.

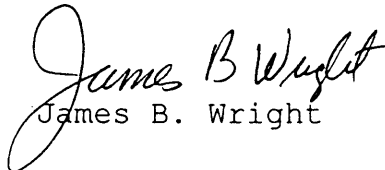
Dear Mr. Waddell:

Enclosed please find an original and thirteen copies of the  
Petition of United Telephone-Southeast, Inc. for approval of an  
Interconnection and Resale Agreement between United Telephone-  
Southeast, Inc. and Sprint Communications Company L.P.

Also enclosed please find a check for the \$25.00 filing fee  
and a copy of this letter. Please date-stamp the letter and  
return to me in the self-addressed envelope.

Thank you for your assistance with this filing. Should you  
have any questions regarding this matter, please contact me at  
919-554-7587 or Laura Sykora at 919-554-7323.

Sincerely,

  
James B. Wright

JBW:sm  
Enclosures

cc: Dennis Wagner  
Laura Sykora  
Kaye Odum  
Don Steele  
David Seibert  
Vincent Williams (w/enclosure)

PG 6300

BEFORE THE  
TENNESSEE REGULATORY AUTHORITY

REC'D TN  
REGULATORY AUTH.

'00 JUN 13 PM 4 09

IN RE: Petition for Approval of an )  
Interconnection Agreement Negotiated )  
between United Telephone-Southeast, )  
Inc. and New South Communications )

OFFICE OF THE  
EXECUTIVE SECRETARY  
Docket No.

PETITION

00-00506

COMES NOW, United Telephone-Southeast, Inc. ("United"), and files this request for approval of an Interconnection and Resale Agreement (the "Agreement") which shall become effective upon approval of the Tennessee Regulatory Authority ("TRA"), but no earlier than July 1, 2000. The Agreement was negotiated between United and Sprint Communications Company L.P. pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of this request, United shows the following:

1. United and Sprint Communications Company L.P. have successfully negotiated the Agreement which provides for the local interconnection, local resale and purchase of unbundled network elements by Sprint Communications Company L.P.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, United is submitting the Agreement to the TRA for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between United and Sprint Communications Company L.P. within 90 days of its submission. The

Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

4. United avers that the Agreement is consistent with the standards for approval. The approval of said Agreement will likely bring new services and other benefits to the public.

5. Pursuant to Section 252(i) of the Act, once this Agreement is approved, United will make the terms and conditions of the Agreement available to any other requesting telecommunications carrier.

United respectfully requests that the Tennessee Regulatory Authority approve the Agreement negotiated between these parties.

Respectfully submitted,  
United Telephone-Southeast, Inc.

BY: James B. Wright  
James B. Wright  
Monica M. Barone  
14111 Capital Boulevard  
Wake Forest, NC 27587-5900  
919/554-7587

This 9th day of June, 2000.



**MASTER INTERCONNECTION AGREEMENT  
FOR THE STATE OF TENNESSEE**

*July 1, 2000*

*Sprint Communications Company L.P.*

*and*

*United Telephone—Southeast, Inc.*

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## INTERCONNECTION AGREEMENT

This Interconnection and Resale Agreement (the "Agreement"), entered into this 1<sup>st</sup> of July 2000, is entered into by and between Sprint Communications Company L.P. ("CLEC"), a Delaware Limited Partnership, and United Telephone-Southeast, Inc. ("Sprint"), a Virginia corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for CLEC's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, CLEC wishes to purchase Telecommunications Services for resale to others, and Sprint is willing to provide such service; and

WHEREAS, CLEC wishes to purchase unbundled network elements, ancillary services and functions and additional features ("Network Elements"), and to use such services for itself or for the provision of its Telecommunications Services to others, and Sprint is willing to provide such services; and

WHEREAS, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Tennessee Regulatory Authority (the "Commission"); and

WHEREAS, the parties wish to replace any and all other prior agreements, written and oral, applicable to the state of Tennessee.

Now, therefore, in consideration of the terms and conditions contained herein, CLEC and Sprint hereby mutually agree as follows:

## **PART A -- DEFINITIONS**

### **1. DEFINED TERMS**

- 1.1. Capitalized terms defined in this Article shall have the meanings as set forth herein. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement, which are not defined or ascribed as stated above. The parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "911 Service" means a universal telephone number which gives the public direct access to the Public Safety Answering Point (PSAP). Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.
- 1.3. "Access Services" refers to interstate and intrastate switched access and private line transport services.
- 1.4. "Act" means the Communications Act of 1934, as amended.
- 1.5. "Affiliate" is as defined in the Act.
- 1.6. "Access Service Request (ASR)" means an industry standard form or a mutually agreed upon change thereof, used by the Parties to add, establish, change or disconnect interexchange access services.
- 1.7. "Automated Message Accounting (AMA)" is the structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.
- 1.8. "Automatic Location Identification (ALI)" is a feature developed for E911 systems that provides for a visual display of the caller's telephone number, address and the names of the Emergency Response agencies that are responsible for that address.
- 1.9. "Automatic Location Identification/Data Management System (ALI/DMS)" means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.
- 1.10. "Automatic Number Identification (ANI)" is a feature that identifies and displays the number of a telephone line that originates a call.
- 1.11. "Automatic Route Selection (ARS)" is a service feature associated with a specific



grouping of lines that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

- 1.12. "ATU – C" refers to an ADSL Transmission Unit – Central Office.
- 1.13. "Busy Line Verify/Busy Line Verify Interrupt (BLV/BLVI)" means an operator call in which the caller inquires as to the busy status of, or requests an interruption of a call on another subscriber's telephone line.
- 1.14. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all Sprint holidays.
- 1.15. "Carrier Access Billing System (CABS)" is the system which is defined in a document prepared under the direction of the Billing Committee of the OBF. The CABS document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services. Sprint's carrier access billing system is its Carrier Access Support System (CASS). CASS mirrors the requirements of CABS.
- 1.16. "Common Channel Signaling (CCS)" is a method of digitally transmitting call set-up and network control data over a digital signaling network fully separate from the public switched telephone network that carries the actual call.
- 1.17. "Central Office Switches" ("COs") - are switching facilities within the public switched telecommunications network, including, but not limited to:
  - 1.17.1. "End Office Switches" ("EOs") are switches from which end user Telephone Exchange Services are directly connected and offered.
  - 1.17.2. "Tandem Switches" are switches that are used to connect and switch trunk circuits between and among Central Office Switches.
  - 1.17.3. "Remote Switches" are switches that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.18. "CLASS/LASS" (Bellcore Service Mark) refers to service features that utilize the capability to forward a calling party's number between end offices as part of call setup. Features include Automatic Callback, Automatic Recall, Caller ID, Call Trace, and Distinctive Ringing.
- 1.19. "Commission" means the Tennessee Regulatory Authority.
- 1.20. "Common Transport" provides a local interoffice transmission path between the Sprint Tandem Switch and a Sprint or CLEC end office switch. Common Transport is shared between multiple customers and is required to be switched at the Tandem.

- 1.21. "Confidential and/or Proprietary Information" has the meaning set forth in Article 11 of Part A -- General Terms and Conditions.
- 1.22. "Control Office" is an exchange carrier center or office designated as the Party's single point of contact for the provisioning and maintenance of its portion of local interconnection arrangements.
- 1.23. "Custom Calling Features" means a set of Telecommunications Service features available to residential and single-line business customers including call-waiting, call-forwarding and three-party calling.
- 1.24. "Customer Proprietary Network Information (CPNI)" is as defined in the Act.
- 1.25. "Dedicated Transport" provides a local interoffice transmission path between Sprint and/or CLEC central offices. Dedicated Transport is limited to the use of a single customer and does not require switching at a Tandem.
- 1.26. "Effective Date" is the date referenced in the opening paragraph on page 1 of the Agreement, unless otherwise required by the Commission.
- 1.27. "Electronic Interface" means access to operations support systems consisting of preordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.28. "EMI" (Exchange Message Interface System) is the Industry standard for exchanging telecommunications message information for billable, non-billable, sample settlement and study records. The EMI is published by ATIS (Alliance for Telecommunications Industry Solutions)."
- 1.29. "End Date" is the date this Agreement terminates as referenced in the opening paragraph.
- 1.30. "Exchange Message Record System (EMR)" refers to the exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.
- 1.31. "FCC" means the Federal Communications Commission.
- 1.32. "Incumbent Local Exchange Carrier (ILEC)" is as defined in the Act.
- 1.33. "Interexchange Carrier (IXC)" means a provider of interexchange telecommunications services.
- 1.34. "Line Information Data Base (LIDB)" means a Service Control Point (SCP) database that provides for such functions as calling card validation for telephone line number cards issued by Sprint and other entities and validation for collect and billed-to-third services.
- 1.35. "Local Traffic," means traffic (excluding CMRS traffic) that is originated and

terminated within Sprint's local calling area, or mandatory expanded area service (EAS) area, as defined by State commissions or, if not defined by State commissions, then as defined in existing Sprint tariffs. This agreement does not include or address any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Neither Party waives its' rights to participate and fully present its' respective positions in any proceeding dealing with the compensation for Internet traffic.

- 1.36. "Multiple Exchange Carrier Access Billing (MECAB)" refers to the document prepared by the Billing Committee of the ATIS Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of an access service provided to a customer by two or more providers or by one provider in two or more states within a single LATA.
- 1.37. "Multiple Exchange Carrier Ordering And Design" ("MECOD") refers to the guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.38. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique 10-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.39. "National Emergency Number Association (NENA)" is an association with a mission to foster the technological advancement, availability and implementation of 911 nationwide.
- 1.40. "Numbering Plan Area (NPA)" (sometimes referred to as an area code) is the three-digit indicator which is designated by the first three digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.41. "NXX," "NXX Code," "NNX," "COC," "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a 10-digit telephone number within NANP.

- 1.42. "OBF" means the Ordering and Billing Forum, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS)
- 1.43. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to CLEC, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to CLEC as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.44. "P.01 Transmission Grade Of Service (GOS)" means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.
- 1.45. "Parties" means, jointly, United Telephone–Southeast, Inc. and Sprint Communications Company L.P., and no other entity, affiliate, subsidiary or assign.
- 1.46. "Party" means either United Telephone–Southeast, Inc. or Sprint Communications Company L.P., and no other entity, affiliate, subsidiary or assign.
- 1.47. "Percent Local Usage (PLU)" is a calculation which represents the ratio of the local minutes to the sum of local and intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, and 976 transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.
- 1.48. "Point Of Interconnection (POI)" is a mutually agreed upon point of demarcation where the networks of Sprint and CLEC interconnect for the exchange of traffic.
- 1.49. "Proprietary Information" shall have the same meaning as Confidential Information.
- 1.50. "Rate Center" means the geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to Sprint or CLEC for its provision of Basic Exchange Telecommunications Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which Sprint or CLEC will provide Basic Exchange Telecommunications Services bearing the particular NPA-NXX

designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

- 1.51. "Small Exchange Carrier Access Billing (SECAB)" means the document prepared by the Billing Committee of the OBF. The SECAB document, published by ATIS as Special Report SR OPT-001856, contains the recommended guidelines for the billing of access and other connectivity services.
- 1.52. "Switch" means a Central Office Switch as defined in this Part A.
- 1.53. "Tandem Office Switches", "Tandem", and "Tandem Switching" describe Class 4 switches which are used to connect and switch trunk circuits between and among end office switches and other tandems.
- 1.54. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.55. "Technically Feasible" refers solely to technical or operational concerns, rather than economic, space, or site considerations.
- 1.56. "Telecommunications" is as defined in the Act.
- 1.57. "Telecommunications Carrier" is as defined in the Act.
- 1.58. "Telecommunication Services" is as defined in the Act.
- 1.59. "Transit Service" means the delivery of Local or non-Local Traffic by Sprint or CLEC, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.60. "Transit Traffic" means Local or non-Local traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.

## **PART B – GENERAL TERMS AND CONDITIONS**

### **2. SCOPE OF THIS AGREEMENT**

- 2.1. This Agreement, including Parts A, B, and Attachments I through VIII, specifies the rights and obligations of each party with respect to the establishment, of Local Interconnection. Certain terms used in this Agreement shall have the meanings defined in PART A -- DEFINITIONS, or as otherwise elsewhere defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC's, and in the Commission's Rules and Regulations. PART B sets forth the general terms and conditions governing this Agreement. The attachments set forth, among other things, descriptions of the services, pricing, technical and business requirements, and physical and network security requirements.

#### **LIST OF ATTACHMENTS**

I.	Price Reference
II.	Reserved
III.	Reserved
IV.	Interconnection
V.	Reserved
VI.	Reserved
VII.	General Business Requirements
VIII.	Reserved
IX.	Disaster Recovery and Escalation Provisions

- 2.2. Sprint may discontinue any interconnection arrangement, provided or required hereunder after providing CLEC reasonable notice as required by law. Sprint agrees to cooperate with CLEC and/or the appropriate regulatory body in any transition resulting from such discontinuation of service and to minimize the impact to customers which may result from such discontinuance of service.
- 2.3. Sprint shall provide notice of network changes and upgrades in accordance with §§ 51.325 through 51.335 of Title 47 of the Code of Federal Regulations.

### **3. REGULATORY APPROVALS**

- 3.1. This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with § 252 of the Act within thirty (30) days after obtaining the last required Agreement signature. Sprint and CLEC shall use their best efforts to obtain approval of this Agreement by any regulatory body having jurisdiction over this Agreement. In the event any governmental authority or agency rejects any provision hereof, the Parties shall negotiate

promptly and in good faith such revisions as may reasonably be required to achieve approval.

- 3.2. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly to reflect the pricing, terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.
- 3.3. Notwithstanding any other provision of this Agreement to the contrary § 2.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the amended rules.

#### 4. TERM AND TERMINATION

- 4.1. This Agreement shall be deemed effective upon the Effective Date and approval by the Tennessee Regulatory Authority ("TRA"), whichever comes later, provided however that if CLEC has any undisputed outstanding past due obligations to Sprint, this Agreement will not be effective until such time as any past due undisputed obligations with Sprint are paid in full. No order or request for services under this Agreement shall be processed before the Effective Date and approval by the TRA, except as may otherwise be agreed in writing between the Parties, provided CLEC has established a customer account with Sprint and has completed the Implementation Plan.
- 4.2. Except as provided herein, Sprint and CLEC agree to provide service to each other on the terms of this Agreement for a period from the Effective Date through and including June 30, 2002 (the "End Date").
- 4.3. In the event of either Party's material breach of any of the terms or conditions

hereof, including the failure to make any undisputed payment when due, the non-defaulting Party may immediately terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within sixty (60) days after written notice thereof.

- 4.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.
- 4.5. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide interconnection, then Sprint may terminate this Agreement in whole or in part as to that particular exchange or group of exchanges upon sixty (60) days prior written notice.

## **5. POST EXPIRATION INTERIM SERVICE ARRANGEMENTS**

- 5.1. In the event that this Agreement expires under §4.2, it is the intent of the Parties to provide in this Section for post-expiration interim service arrangements between the Parties so that service to their respective end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under §4.3, or for termination upon sale under §4.5, Interconnection services that had been available under this Agreement and exist as of the End Date may continue uninterrupted after the End Date at the written request of either Party only under the terms of:
  - 5.1.1. a new agreement voluntarily entered into by the Parties, pending approval by the Commission; or
  - 5.1.2. such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of expiration; or
  - 5.1.3. an existing agreement between Sprint and another carrier, adopted by CLEC for the remaining term of that agreement.
- 5.2. In the event that this Agreement expires under §4.2, and at the time of expiration, the Parties are actually in arbitration or mediation before the appropriate Commission or FCC under §252 of the Act, then at the request of either Party, the Parties shall provide each other Interconnection services after the End Date under the same terms as the expired Agreement. Service under these terms will continue in effect only until the issuance of an order, whether a final non-appealable order or not, by the Commission or FCC, resolving the issues set forth in such arbitration or mediation request.



## **6. CHARGES AND PAYMENT**

- 6.1. Subject to the terms of this Agreement, the Parties shall pay invoices by the due date shown on the invoice. For invoices not paid when due, late payment charges will be assessed under § 6.3. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.
- 6.2. Billed amounts for which written, itemized disputes or claims have been filed are not due for payment until such disputes or claims have been resolved in accordance with the provisions governing dispute resolution of this Agreement. Itemized, written disputes must be filed with Sprint's National Exchange Access Center ("NEAC") no later than the due date of the related invoice. A copy of the dispute must be sent with the remittance of the remainder of the invoice.
- 6.3. Sprint will assess late payment charges to CLEC equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate allowed by law for commercial transactions, of the balance due, until the amount due is paid in full.

## **7. AUDITS AND EXAMINATIONS**

- 7.1. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement; "Examination" shall mean an inquiry into a specific element of or process related to services performed under this Agreement billed amounts. Either party (the "Requesting Party") may perform one (1) Audit per twelve (12) month period commencing with the Effective Date. The Audit period will include no more than the preceding twelve (12) month period as of the date of the Audit request. The Requesting Party may perform Examinations as it deems necessary, with the assistance of the other Party, which will not be unreasonably withheld.
- 7.2. Upon thirty (30) days written notice by the Requesting Party to Audited Party, Requesting Party shall have the right through its authorized representative to make an Audit or Examination, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described thirty (30) day period, the Parties shall reasonably agree upon the scope of the Audit or Examination, the documents and processes to be reviewed, and the time, place and manner in which the Audit or Examination shall be performed. Audited Party agrees to provide Audit or Examination support, including appropriate access to and use of Audited Party's facilities (e.g.: conference rooms, telephones, copying machines).
- 7.3. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit or Examination will be paid for by the Requesting Party. For purposes of this § 7.3, a "Special Data Extraction" shall mean the creation of an output record or informational report (from existing data

files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited party for reuse for any subsequent Audit or Examination.

- 7.4. Adjustments based on the audit findings may be applied to the twelve (12) month period included in the audit. Adjustments, credits or payments shall be made and any corrective action shall commence within thirty (30) days from receipt of requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit or Examination and are agreed to by the Parties. Interest shall be calculated in accordance with § 6.3 above.
- 7.5. Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly waiving such right appears in writing, is signed by the authorized representative of the party having such right and is delivered to the other party in a manner sanctioned by this Agreement.
- 7.6. This Article 7 shall survive expiration or termination of this Agreement for a period of one (1) year after expiration or termination of this Agreement.

## **8. INTELLECTUAL PROPERTY RIGHTS**

- 8.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel.
- 8.2. Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or any liability to, the other Party based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either party under this Agreement, constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
- 8.3. Following notice of an infringement claim against Sprint based on the use by CLEC of a service or facility, CLEC shall at CLEC's expense, procure from the appropriate third parties the right to continue to use the alleged infringing intellectual property or if CLEC fails to do so, Sprint may charge CLEC for such costs as permitted under a Commission order.

## **9. LIMITATION OF LIABILITY**

- 9.1. Except as otherwise set forth in this Agreement, neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Article 10 to indemnify, defend, and hold the other party harmless against amounts payable to third parties.

## **10. INDEMNIFICATION**

- 10.1. Each Party agrees to indemnify and hold harmless the other Party from and against claims by third parties for damage to tangible personal or real property and/or personal injuries to the extent caused by the negligence or willful misconduct or omission of the indemnifying Party.
- 10.2. CLEC shall indemnify and hold harmless Sprint from all claims by CLEC's subscribers.
- 10.3. Sprint shall indemnify and hold harmless CLEC from all claims by Sprint's subscribers.
- 10.4. The indemnifying Party under this Article agrees to defend any suit brought against the other Party either individually or jointly with the indemnified Party for any such loss, injury, liability, claim or demand.
- 10.5. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Article and to cooperate in every reasonable way to facilitate defense or settlement of claims.
- 10.6. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Article for settlement by the indemnified Party of any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to promptly assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.
- 10.7. When the lines or services of other companies or carriers are used in establishing connections to and/or from points not reached by a Party's lines, neither Party shall be liable for any act or omission of the other companies or carriers.
- 10.8. In addition to its indemnity obligations hereunder, each Party shall, to the extent

allowed by law or Commission Order, provide, in its tariffs and contracts with its subscribers that relate to any Telecommunications Services provided or contemplated under this Agreement, that in no case shall such Party or any of its agents, contractors or others retained by such Party be liable to any subscriber or third party for

10.8.1. any loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable subscriber for the service(s) or function(s) that gave rise to such loss, and

10.8.2. Consequential Damages (as defined in Article 9 above).

## **11. REMEDIES**

11.1. Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.

## **12. CONFIDENTIALITY AND PUBLICITY**

12.1. All information which is disclosed by one party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and CPNI as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").

12.2. During the term of this Agreement, and for a period of one (1) year thereafter, Recipient shall

12.2.1. use it only for the purpose of performing under this Agreement,

12.2.2. hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and

12.2.3. safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.

12.3. Recipient shall have no obligation to safeguard Confidential Information

- 12.3.1. which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party,
  - 12.3.2. which becomes publicly known or available through no breach of this Agreement by Recipient,
  - 12.3.3. which is rightfully acquired by Recipient free of restrictions on its Disclosure, or
  - 12.3.4. which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed.
- 12.4. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
  - 12.5. Each Party agrees that in the event of a breach of this Article 12 by Recipient or its representatives, Disclosing Party shall be entitled to equitable relief, including injunctive relief and specific performance.. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.
  - 12.6. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This § 12.5 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
  - 12.7. Neither Party shall produce, publish, or distribute any press release nor other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
  - 12.8. Except as otherwise expressly provided in this Article 12 nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation § 222 of the Act.

### **13. DISCLAIMER OF WARRANTIES**

- 13.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

### **14. ASSIGNMENT AND SUBCONTRACT**

- 14.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall expressly undertake in writing to the other Party the performance and liability for those obligations and duties as to which it is succeeding a Party to this Agreement. Thereafter, the successor Party shall be deemed Carrier or Sprint and the original Party shall be relieved of such obligations and duties, except for matters arising out of events occurring prior to the date of such undertaking.
- 14.2. Except as provided in § 14.1, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void.

### **15. GOVERNING LAW**

- 15.1. This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations and orders of the Commission,, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the State of Tennessee, without regard to its conflicts of laws principles, shall govern.

### **16. RELATIONSHIP OF PARTIES**

- 16.1. It is the intention of the Parties that each Party shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

**17. NO THIRD PARTY BENEFICIARIES**

- 17.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Carrier from providing its Telecommunications Services to other carriers.

**18. NOTICES**

- 18.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to	If to
Sprint: Director	CLEC: Group Manager
Local Carrier Markets	Carrier Markets
Sprint	Sprint
6480 Sprint Parkway	7301 College Blvd.
Mailstop KSOPHM0310-3A464	KSOPKV0212
Overland Park, KS 66251	Overland Park KS 66210

- 18.2. If delivery, other than certified mail, return receipt requested, is used to give notice, a receipt of such delivery shall be obtained and the notice shall be effective when received. If delivery via certified mail, return receipt requested, is used, notice shall be effective when sent. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Article 18.

**19. WAIVERS**

- 19.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 19.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 19.3. Waiver by either party of any default by the other Party shall not be deemed a waiver of any other default.

## **20. SURVIVAL**

- 20.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to §§ 6, 7, 8, 9, 11, 17, 19, 22.

## **21. FORCE MAJEURE**

- 21.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Article 21 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Article 4 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of CLEC.

## **22. DISPUTE RESOLUTION**

- 22.1. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the Commission, and shall request that resolution occur in no event later than sixty (60) days from the date of submission of such dispute. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred. During the Commission proceeding each Party shall continue to perform its obligations under this Agreement provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.
- 22.2. If any matter is subject to a bona fide dispute between the Parties, the disputing Party shall within thirty (30) days of the event giving rise to the dispute, give



written notice to the other Party of the dispute and include in such notice the specific details and reasons for disputing each item.

22.3. If the Parties are unable to resolve the issues related to the dispute in the normal course of business within thirty (30) days after delivery of notice of the Dispute, to the other Party, the dispute shall be escalated to a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute, but in no event shall such resolution exceed 60 days from the initial notice. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

22.4. After such period either Party may file a complaint with the FCC or the Commission.

## **23. COOPERATION ON FRAUD**

23.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one party as compared to the other.

## **24. TAXES**

24.1. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such party shall not permit any lien to exist on any asset of the other party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

## **25. AMENDMENTS AND MODIFICATIONS**

25.1. No provision of this Agreement shall be deemed waived, amended or modified by either party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

**26. SEVERABILITY**

26.1. Subject to § 3.2, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

**27. HEADINGS NOT CONTROLLING**

27.1. The headings and numbering of Articles, Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

**28. ENTIRE AGREEMENT**

28.1. This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference herein, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

**29. COUNTERPARTS**

29.1. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

**30. SUCCESSORS AND ASSIGNS**

30.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

**31. IMPLEMENTATION PLAN**

31.1. This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Each Party shall designate, in writing, no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter

or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.

- 31.2. The agreements reached by the Implementation Team shall be documented in an operations manual (the "Implementation Plan") within one hundred-twenty (120) days of both Parties having designated members of the Implementation Team. The Implementation Plan shall address the following matters, and may include any other matters agreed upon by the Implementation Team:

- 31.2.1. the respective duties and responsibilities of the Parties with respect to the administration and maintenance of the interconnections (including signaling) specified in Attachment 3 and the trunk groups specified in Attachment 4 and, including standards and procedures for notification and discoveries of trunk disconnects;
- 31.2.2. disaster recovery and escalation provisions (Attachment IX);
- 31.2.3. access to Operations Support Systems functions provided hereunder, including gateways and interfaces;
- 31.2.4. escalation procedures for ordering, provisioning, billing, and maintenance;
- 31.2.5. single points of contact for ordering, provisioning, billing, and maintenance;
- 31.2.6. service ordering and provisioning procedures, including provision of the trunks and facilities;
- 31.2.7. provisioning and maintenance support;
- 31.2.8. procedures and processes for Directories and Directory Listings;
- 31.2.9. billing processes and procedures;
- 31.2.10. network planning components including time intervals;
- 31.2.11. joint systems readiness and operational readiness plans;
- 31.2.12. appropriate testing of services, equipment, and facilities;
- 31.2.13. monitoring of inter-company operational processes;
- 31.2.14. physical and network security concerns;
- 31.2.15. Completion of CLEC Checklist and supporting documentation to

establish a billing account; and

31.2.16. such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.

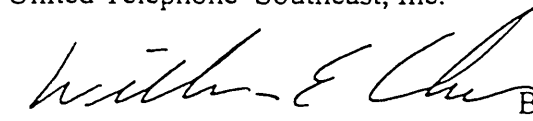
31.3. The Implementation Plan may be amended from time to time by the Implementation Team, as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation Team is unable to act, the existing provisions of the Implementation Plan shall remain in full force and effect.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

“Sprint”

United Telephone–Southeast, Inc.

By:



Name  
(typed):

William E. Cheek

Title:

Vice President- Sales & Account  
Management

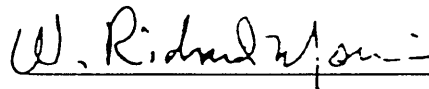
Date:

5/12/00

“CLEC”

Sprint Communications Company  
L.P.

By:



Name  
(typed):

W. Richard Morris

Title:

Vice President External Affairs.  
Local Markets

Date:

5/11/00

**ATTACHMENT I**  
**GENERAL PRINCIPLES**

**32. PRICE**

- 32.1. Subject to the provisions of Part B, Article 2 of this Agreement, all rates provided under this Agreement are filed with the state commission.
- 32.2. Sprint will make any service grandfathered to an end-user or any Individual Case Basis (ICB) service available to Carrier for resale to that same end-user at the same location(s). Should Sprint discontinue any grandfathered or ICB service, Sprint will provide to Carrier any legally required notice as soon as practicable and at least equal in quality and timeliness to that which is provided to Sprint's own customers, prior to the effective date of changes in or discontinuation of any product or service that is available for resale under this agreement.

**33. INTERCONNECTION AND RECIPROCAL COMPENSATION**

- 33.1. The rates to be charged for the exchange of Local Traffic as set forth in 32.1 of this Attachment and shall be applied consistent with the provisions of Attachment IV of this Agreement. Under this agreement, the Parties are only required to compensate each other for terminating Local Traffic.
- 33.2. Compensation for the termination of toll traffic and the origination of 800 traffic between the interconnecting parties shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations and consistent with the provisions of Attachment IV of this Agreement.
- 33.3. Each Party shall pay a transit rate, comprised of the transport and tandem rate elements, as set forth in 32.1 of this Attachment when CLEC uses a Sprint access tandem to terminate a local call to a third party LEC or another CLEC. Sprint shall pay CLEC a transit rate equal to the Sprint rate referenced above when Sprint uses a CLEC switch to terminate a local call to a third party LEC or another CLEC.
- 33.4. CLEC will identify the Percent Local Usage (PLU) factor on each interconnection order to identify its "Local Traffic," as defined herein, for reciprocal compensation purposes. Either Party may request of the other party's traffic study documentation of the PLU at any time to verify the factor, and may compare the documentation to studies developed by the requesting party. Should the documentation indicate that the factor should be changed. The other Party agrees that any changes will only be retroactive to traffic for the previous 90 days. For non-local traffic, the Parties agree to exchange traffic and compensate one another based on the rates and elements included in each party's access tariffs.

## ATTACHMENT IV INTERCONNECTION

### 34. LOCAL INTERCONNECTION TRUNK ARRANGEMENT

34.1. The Parties agree to initially use two-way trunks (one-way directionalized) for an interim period. The Parties shall transition from directionalized two-way trunks upon mutual agreement, absent engineering or billing issues. The Parties shall transition all one-way trunks established under this Agreement.

34.1.1. The Parties shall initially reciprocally terminate Local Traffic and IntraLATA/InterLATA toll calls originating on the other Party's network as follows:

34.1.1.1. The Parties shall make available to each other two-way trunks for the reciprocal exchange of combined Local Traffic, and non-equal access IntraLATA toll traffic. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

34.1.1.2. Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits Sprint's network.

34.1.1.3. Separate trunks will be utilized for connecting CLEC's switch to each 911/E911 tandem.

34.1.1.4. Separate trunk groups will be utilized for connecting CLEC's Operator Service Center to Sprint's Operator Service center for operator-assisted busy line interrupt/verify.

34.1.1.5. Separate trunk groups will be utilized for connecting CLEC's switch to Sprint's Directory Assistance center in instances where CLEC is purchasing Sprint's unbundled Directory Assistance service.

#### 34.2. Point of Interconnection

34.2.1. Point of Interconnection (POI) establishes the physical point for the technical interface, the test point, and the operational responsibility hand-off between CLEC and Sprint for the local interconnection of their networks. CLEC should have one POI per end office in each Sprint LATA. CLEC should have at least one POI per Sprint LATA.

34.2.2. CLEC will be responsible for engineering and maintaining its network on

its side of the POI. Sprint will be responsible for engineering and maintaining its network on its side of the POI.

34.2.3. For construction of new facilities when the parties choose to interconnect at a mid-span meet, CLEC and Sprint will jointly provision the facilities that connect the two networks. Sprint will be the “controlling carrier” for purposes of MECOD guidelines, as described in the joint implementation plan. Sprint will provide fifty percent (50%) of the facilities or to its exchange boundary, whichever is less.

34.2.4. Should CLEC prefer, new interconnection facilities may be provisioned via third party facilities or CLEC lease of tariffed services from Sprint. Special construction charges, if applicable, will be charged in accordance with Sprint’s access service tariff.

34.2.4.1. If third party leased facilities are used for interconnection, or if leased facilities are provided under a meet-point arrangement between Sprint and a third-party, the POI will be defined as the Sprint office in which the leased circuit terminates. CLEC is responsible to terminate the leased facility in a collocation space (if unbundled loops or switched ports will be purchased in the central office) or a set of Sprint-provided DSX jacks to clearly establish the POI.

34.2.4.2. If Sprint-provided-leased facilities are used, the POI will be defined as the demarcation point between Sprint's facility and CLEC's equipment as long as the end point is within Sprint's exchange area.

## **35. INTERCONNECTION COMPENSATION MECHANISMS**

35.1. Each party is responsible for bringing their facilities to POI.

35.2. Interconnection Compensation

35.2.1. If Sprint provides one-hundred percent (100%) of the facility, Sprint will charge CLEC one-hundred percent (100%) of the lease rates for the facility. CLEC may charge Sprint a proportionate amount of Sprint’s dedicated transport rate based on the use of the facility as described above.

35.2.2. If a meet-point is established via construction of new facilities or re-arrangement of existing physical facilities between Sprint and CLEC, the relative use factor will be reduced by the proportionate length of haul provided by each party. Sprint shall be responsible for network provisioning as described in § 34.2.3 herein.

35.2.3. If CLEC provides one-hundred percent (100%) of the interconnection facility via lease of meet-point circuits between Sprint and a third-party;

lease of third party facilities; or construction of its own facilities; CLEC may charge Sprint for proportionate amount based on relative usage using the lesser of:

35.2.3.1. Sprint's dedicated interconnection rate;

35.2.3.2. Its own costs if filed and approved by a commission of appropriate jurisdiction; and

35.3. Compensation for Local Traffic Transport and Termination

35.3.1. The POI determines the point at which the originating carrier shall pay the terminating carrier for the completion of that traffic. The following compensation elements shall apply:

35.3.1.1. "Transport," which includes dedicated and common transport and any necessary Tandem Switching of Local Traffic from the interconnection point between the two carriers to the terminating carrier's end-office switch that directly serves the called end-user; and

35.3.1.2. "Termination," which includes the switching of Local Traffic at the terminating carrier's end office switch.

35.4. When a CLEC subscriber places a call to Sprint's subscriber, CLEC will hand off that call to Sprint at the POI. Conversely, when Sprint hands off Local Traffic to CLEC for CLEC to transport and terminate, Sprint may use the established POI or Sprint may designate its own POI.

35.4.1. CLEC and Sprint may each designate a POI at any technically feasible point including but not limited to any electronic or manual cross-connect points, collocations, entrance facilities, and mid-span meets. The transport and termination charges for Local Traffic flowing through a POI shall be as follows:

35.4.1.1. When calls from CLEC are terminating on Sprint's network through the Sprint Tandem Switch, CLEC will pay Sprint for transport charges from the POI to the Tandem for dedicated transport. CLEC shall also pay a charge for Tandem Switching, common transport to the end office, and end-office termination. These charges should be for the functions actually provided.

35.4.1.2. When calls from Sprint are terminating on CLEC's network through the CLEC's Tandem Switch, Sprint will pay CLEC for transport charges from the POI to the Tandem for dedicated transport. Sprint shall also pay a charge for Tandem Switching, common transport to the end office, and end-office termination. These charges should be for the functions actually provided.



35.4.1.3. CLEC may choose to establish direct trunking to any given end office. If CLEC leases trunks from Sprint, it shall pay charges for dedicated transport. For calls terminating from CLEC to subscribers served by these directly-trunked end offices, CLEC shall also pay an end-office termination. For Sprint traffic terminating to CLEC over the direct end office trunking, compensation payable by Sprint shall be the same as that detailed in § 35.3.1.2.

## **36. SIGNALING**

- 36.1. Signaling protocol. The parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in FR 905 Bellcore Standards including ISDN user part (ISUP) for trunk signaling and TCAP for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.
- 36.2. Standard interconnection facilities shall be extended superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, CLEC will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. Sprint will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.
  - 36.2.1. Where CLEC is unwilling to utilize an alternate interconnection protocol, CLEC will provide Sprint an initial forecast of 64 Kbps clear channel capability ("64K CCC") trunk quantities within thirty (30) days of the Effective Date consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated ESF facilities, for the sole purpose of transmitting 64K CCC data calls between CLEC and Sprint. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or Sprint internal customer demand for 64K CCC trunks.

## **37. NETWORK SERVICING**

### **37.1. Trunk Forecasting**

- 37.1.1. The Parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. The Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the

Parties to each other twice a year. The initial trunk forecast meeting should take place soon after the first implementation meeting. A forecast should be provided at or prior to the first implementation meeting. The semi-annual forecasts shall project trunk gain/loss on a monthly basis for the forecast period, and shall include:

- 37.1.1.1. Semi-annual forecasted trunk quantities (which include baseline data that reflect actual Tandem and end office Local Interconnection and meet point trunks and Tandem-subtending Local Interconnection end office equivalent trunk requirements) for no more than two years (current plus one year);
  - 37.1.1.2. The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;
  - 37.1.1.3. Description of major network projects that affect the other Party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 37.1.2. Parties shall meet to review and reconcile their forecasts if forecasts vary significantly.
- 37.1.3. Each Party shall provide a specified point of contact for planning forecasting and trunk servicing purposes.
- 37.1.4. Trunking can be established to Tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0, DS-1, DS-3/OC-3 level, or higher, as agreed upon by CLEC and Sprint.
- 37.1.5. The parties agree to abide by the following if a forecast cannot be agreed to: local interconnection trunk groups will be provisioned to the higher forecast. A blocking standard of one percent (1%) during the average busy hour shall be maintained. Should the Parties not agree upon the forecast, and the Parties engineer facilities at the higher forecast, the Parties agree to abide by the following:
- 37.1.5.1. In the event that one Party over-forecasts its trunking requirements by twenty percent (20%) or more, and the other Party acts upon this forecast to its detriment, the other Party may recoup any actual and reasonable expense it incurs.
  - 37.1.5.2. The calculation of the twenty percent (20%) over-forecast will be based on the number of DS-1 equivalents for the total traffic volume to Sprint.

37.1.5.3. Expenses will only be recouped for non-recoverable facilities that cannot otherwise be used at any time within twelve (12) months after the initial installation for another purpose including but not limited to: other traffic growth between the Parties, internal use, or use with another party.

- 37.2. Grade of Service. A blocking standard of one percent (1%) during the average busy hour, as defined by each Party's standards, for final trunk groups between a CLEC end office and a Sprint access Tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (1%). Direct end office trunk groups are to be engineered with a blocking standard of one percent (1%).
- 37.3. Trunk Servicing. Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an ASR, or another industry standard eventually adopted to replace the ASR for trunk ordering.

## **38. NETWORK MANAGEMENT**

- 38.1. Protective Protocols. Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. CLEC and Sprint will immediately notify each other of any protective control action planned or executed.
- 38.2. Expansive Protocols. Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.
- 38.3. Mass Calling. CLEC and Sprint shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network. Mass calling numbers are not cannot be used in conjunction with INP.

## **39. USAGE MEASUREMENT**

- 39.1. Each Party shall calculate terminating interconnection minutes of use based on standard AMA recordings made within each Party's network, these recordings being necessary for each Party to generate bills to the other Party. In the event either Party cannot measure minutes terminating on its network where technically feasible, the other Party shall provide the measuring mechanism or the Parties shall otherwise agree on an alternate arrangement.
- 39.2. Measurement of minutes of use over Local Interconnection trunk groups shall be

in actual conversation seconds. The total conversation seconds over each individual Local Interconnection trunk group will be totaled for the entire monthly bill period and then rounded to the next whole minute.

- 39.3. Prior to the commencement of billing for interconnection, each Party shall provide to the other, the PLU of the traffic terminated to each other over the Local Interconnection trunk groups.

39.3.1. The Parties agree to review the accuracy of the PLU on a regular basis. If the initial PLU is determined to be inaccurate by more than twenty percent (20%), the Parties agree to implement the new PLU retroactively to the Effective Date of the contract.

#### **40. TRANSIT TRAFFIC**

- 40.1. Transit Traffic means the delivery of local traffic by CLEC or Sprint originated by the end user of one Party and terminated to a third party LEC, ILEC, or CMRS provider over the local/intraLATA interconnection trunks. The following traffic types will be delivered by either Party: local traffic and intraLATA toll and switched traffic originated from CLEC or Sprint and delivered to such third party LEC, ILEC or CMRS; and intraLATA 800 traffic.

##### **40.2. Terms and Conditions**

40.2.1. Each Party acknowledges that it is the originating Party's responsibility to enter into arrangements with each third party LEC, ILEC, or CMRS provider for the exchange of transit traffic to that third party, unless the Parties agree otherwise in writing.

40.2.2. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third party LEC, ILEC, or CMRS provider charges for termination or any identifiable transit traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.

##### **40.3. Payment Terms and Conditions**

40.3.1. In addition to the payment terms and conditions contained in other sections of this Agreement, the Parties shall compensate each other for transit service as follows:

40.3.1.1. The originating Party shall pay to the transiting Party a transit service charge as set forth in the Pricing Schedule; and

40.3.1.2. If the terminating Party requests, and the transiting Party does not provide, the terminating Party with the originating record in order for the terminating Party to bill the originating Party, the terminating Party shall default bill the transiting Party for transited traffic which does not identify the originating Party.

#### 40.4. Billing Records and Exchange of Data

40.4.1. Parties will use the best efforts to convert all networks transporting transit traffic to deliver each call to the other Party's network with SS7 Common Channel Interoffice Signaling (CCIS) and other appropriate TCAP messages in order to facilitate full interoperability and billing functions. The Parties agree to send all message indicators, including originating telephone number, local routing number and CIC.

40.4.2. The transiting Party agrees to provide the terminating Party information on traffic originated by a third party CLEC, ILEC, or CMRS provider. To the extent Sprint incurs additional cost in providing this billing information, CLEC agrees to reimburse Sprint for its direct costs of providing this information.

40.4.3. To the extent that the industry adopts a standard record format for recording originating and/or terminating transit calls, both Parties agree to comply with the industry-adopted format to exchange records.

#### 41. RESPONSIBILITIES OF THE PARTIES

41.1. Sprint and CLEC will review engineering requirements consistent with the Implementation Plan described in Part B, Article 31 and Part C, Attachment IV, Article 37 and otherwise as set forth in this Agreement.

41.2. CLEC and Sprint shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

41.3. CLEC and Sprint shall:

41.3.1. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

41.3.2. Notify each other when there is any change affecting the service requested, including the due date.

41.3.3. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

41.3.4. Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

41.3.5. Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

- 41.3.6. Provide each other with a trouble reporting/repair contact number that is readily accessible and available twenty-four (24) hours/seven (7) days a week. Any changes to this contact arrangement must be immediately provided to the other party.
- 41.3.7. Provide to each other test-line numbers and access to test lines.
- 41.3.8. Cooperatively plan and implement coordinated repair procedures for the meet point and Local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

## **ATTACHMENT VII**

### **GENERAL BUSINESS REQUIREMENTS**

#### **42. PROCEDURES**

##### **42.1. Contact with Subscribers**

- 42.1.1. Each Party at all times shall be the primary contact and account control for all interactions with its subscribers, except as specified by that Party. Subscribers include active subscribers as well as those for whom service orders are pending.
- 42.1.2. Each Party shall ensure that any of its personnel who may receive subscriber inquiries, or otherwise have opportunity for subscriber contact from the other Party's subscribers regarding the other Party's services: (i) provide appropriate referrals to subscribers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about its products or services during that same inquiry or subscriber contact.

##### **42.2. Expedite and Escalation Procedures**

- 42.2.1. Sprint and CLEC shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of disputes. In addition, Sprint and CLEC will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after CLEC's request. Each party shall notify the other party of any changes to its escalation contact list as soon as practicable before such changes are effective.
- 42.3. Where Parties have established interconnection, Sprint and the CLEC agree to conform to MECAB and MECOD guidelines. They will exchange Billing Account Reference and Bill Account Cross Reference information and will

coordinate Initial Billing Company/Subsequent Billing Company billing cycles. Sprint and CLEC will exchange the appropriate records to bill exchange access charges to the IXC. Sprint and CLEC agree to capture EMR records for inward terminating and outward originating calls and send them to the other, as appropriate, in daily or other agreed upon interval, via and agreed upon media (e.g.: Connect Direct, cartridge or magnetic tape).

## PRICE SHEETS

### RESALE DISCOUNTS:

Other than Operator/DA	12.70%
Op Assist/DA	12.70%

### USAGE FILE CHARGES:

Message Provisioning, per message	\$0.005
Data Transmission, per message	\$0.002
Tape Charge, per tape	\$50.00

RATE ELEMENT	SOURCE	RECURRING RATE	NRC
TELRIC COST STUDY			
Service Order NRC			\$25.15
Service Order Listing Only			\$20.82
Service Order via IRES (added 7/98)			\$5.00
Central Office Interconnection Charge			\$11.23
Trip Charge			\$15.24
Outside Plant Interconnection (2-W)			\$43.01
Outside Plant Interconnection (4-W)			\$46.89
NID Installation Charge			\$23.45
NID Connection Charge			\$11.72
Testing			\$1.55
Loop Rework Charge (2-W)			\$30.37
Loop Rework Charge (4-W)			\$48.77
Trouble Isolation and Testing			\$72.82
OSS Service Charge		\$1.77	
NID TELRIC COST STUDY			
1 Line		\$0.77	
2 Line		\$1.10	
Smartjack		\$14.22	
LOOP TELRIC COST STUDY			
Analog 2-wire	Band 1	\$22.69	
	Band 2	\$28.27	
	Band 3	\$33.73	
	Band 4	\$40.71	
	Band 5	\$48.80	
	Band 6	\$68.70	
Analog 4-wire			
	Band 1	\$38.79	
	Band 2	\$48.35	
	Band 3	\$57.67	
	Band 4	\$69.62	
	Band 5	\$83.44	
	Band 6	\$117.48	
DS0 2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI			
	Band 1	\$24.03	\$75.91



Band 2		\$29.61	\$75.91
Band 3		\$35.07	\$75.91
Band 4		\$42.05	\$75.91
Band 5		\$50.14	\$75.91
Band 6		\$70.04	\$75.91
DS0 4 Wire Digital Data Loop 56 or 64 kbps			
Band 1		\$40.13	\$75.91
Band 2		\$49.69	\$75.91
Band 3		\$59.01	\$75.91
Band 4		\$70.96	\$75.91
Band 5		\$84.78	\$75.91
Band 6		\$118.82	\$75.91
DS1 4 Wire Digital Data DS1/T1/ISDN-PRI			
Band 1		\$93.12	\$102.06
Band 2		\$102.97	\$102.06
Band 3		\$113.01	\$102.06
Band 4		\$128.96	\$102.06
Band 5		\$144.41	\$102.06
Band 6		\$186.81	\$102.06
DS3 ICB			
<b>Local Switching TELRIC COST STUDY</b>			
Band 1		\$5.34	
Band 2		\$6.04	
Band 3		\$7.86	
ISDN		ICB	
CENTREX		ICB	
PBX		ICB	
DS1		ICB	
Intrastate CCL Orig*	Intrastate Access Tariff	Current tariff rate	
Intrastate CCL Term*		Current tariff rate	
RIC*		Current tariff rate	
<b>FEATURES TELRIC COST STUDY</b>			
CCF Package *		\$0.72	\$3.43
CLASS Package *		\$9.82	\$5.64
CENTREX Package *		\$14.29	\$29.43
- 3 Way Conf/Consult/Hold Transfer		\$2.85	\$16.05
- Conf Calling - 6 Way Station Control		\$3.50	\$26.60
- Dial Transfer to Tandem Tie Line		\$0.21	\$76.86
- Direct Connect		\$0.05	\$19.43
- Meet Me Conference		\$26.13	\$33.18
- Multi-Hunt Service		\$0.15	\$22.38

INTERIM NUMBER PORTABILITY		TELRIC COST STUDY	
RCF Residential		\$0.32	\$1.32
RCF Business		\$1.04	\$1.32
Call Path Residential		\$0.03	\$0.42
Call Path Business		\$0.15	\$0.42
INP RATES SPECIFIC TO ACCESS SETTLEMENTS			
Per Line		\$4.31	
TANDEM SWITCHING		TELRIC COST STUDY	
		\$0.001221	N/A
TRANSPORT		TELRIC COST STUDY	
DS 1		See attached transport worksheet	\$191.75
DS 3		See attached transport worksheet	\$220.42
Common		\$0.001672	N/A
RECIPROCAL COMPENSATION		TELRIC COST STUDY	
End Office		\$0.003022	N/A
Tandem Switching		\$0.001221	N/A
Transport			
DS 1		Rate varies	\$191.75
DS 3		Rate varies	\$220.42
Common		\$0.001672	N/A
INTERCONNECTION		TELRIC COST STUDY	
These rates apply when collocation is not involved. For collocation rates, see the appropriate tariff.			
DS0 Elec X-Conn (DS0 UNECC)		\$0.93	N/A
DS1 Elec X-Conn (DS1 UNECC)		\$3.05	N/A
DS3 Elec X-Conn (DS3 UNECC)		\$27.09	N/A
DS1 Facility Cross Connect: 1/2 of a DS1 UNECC consisting of one DSX panel and high frequency cable.		\$1.53	N/A
COMMON CHANNEL SIGNALING			
INTERCONNECTION SERVICE			
STP Port	TELRIC COST STUDY	See page 4	See page 4
STP Switching	TELRIC COST STUDY	See page 4	See page 4
56.0 Kbps Channel Termination	Interstate Access Tariff	See page 4	See page 4
56.0 Kbps SS7 Link Fixed	Interstate Access Tariff	See page 4	See page 4
56.0 Kbps SS7 Link Per Mile	Interstate Access Tariff	See page 4	See page 4
1.544 MPBS Channel Termination	Interstate Access Tariff	See page 4	See page 4
1.544 MBPS SS7 Link Fixed	Interstate Access Tariff	See page 4	See page 4

1.544 MBPS SS7 Link Per Mile	Interstate Access Tariff	See page 4	See page 4
Multiplexing DS1 to DS0	TELRIC COST STUDY	See page 4	See page 4
<b>LINE INFORMATION DATABASE</b>			
LIDB Administration Service (effective 5/11/98, no longer offering)	TELRIC COST STUDY	N/A	N/A
LIDB Database Transport per query	Interstate Access Tariff	Current tariff rate	N/A
LIDB Database per query	Interstate Access Tariff	Current tariff rate	N/A
Toll Free Code Access Service query	Interstate Access Tariff	Current tariff rate	N/A
Toll Free Code Optional Service query	Interstate Access Tariff	Current tariff rate	N/A
<b>DIRECTORY ASSISTANCE SERVICES</b>			
DA Database Listing & Update per listing/update	TELRIC COST STUDY	\$0.04	N/A
DA Data Base Query Service		See page 4	See page 4
<b>TOLL &amp; LOCAL OPERATOR SERVICES</b>			
Toll and Local Assistance Service (Live) per attempt		See page 4	See page 4
<b>DA OPERATOR SERVICE</b>			
DA Operator Service (Live) per attempt		See page 4	See page 4
<b>911 TANDEM PORT</b>			
Per DSO Equivalent Port		\$23.89	\$114.02
<b>STREET INDEX GUIDE</b>			
Monthly Charge		\$41.00	
Tape Charge		\$50.00	
<b>OPERATIONAL SUPPORT SYSTEMS</b>			
OSS Interfaces*		ICB	ICB
* Sprint is working on OSS and rates will be added as they are developed.			

#### STP INTERCONNECTION

STP Interconnection (In pairs) can be obtained at any of the following locations. Associated recurring and non-recurring rates are based on the applicable state charges.

State	Exchange	Operating Point Code	CLLI Code
Florida	Tallahassee	230-010-000	THLSFLX A21W
	Tallahassee	230-011-000	THLSFLX B21W
	Winter Park	239-111-000	WNPFLX XA11W
	Altamonte Springs	239-211-000	ALSPFLX A21W
Tennessee	Bristol	239-004-000	BRSTTN XA21W

	Johnson City	239-002-000	JHCYTNX C21W
Minnesota	Osseo	239-151-000	OSSEMN XO21W
	Chaska	239-152-000	CHSKMN XC21W
Missouri	Warrensburg	239-162-000	WRBGM OXA21W
	Jefferson City	239-161-000	JFCYMO XA21W
New Jersey	Clinton	239-203-000	CLTNNJX J77W
	Newton	239-202-000	NWTNNJ XU77W
Nevada	Las Vegas	230-001-000	LSVGNV XB00W
	Las Vegas	230-002-000	LSVGNV XG00W
North Carolina	Rocky Mount	239-200-000	RCMTNC XA01W
	Fayetteville	239-201-000	FYVLNCX A01W
Ohio	Mansfield	239-204-000	MNFDOH XA24W
	Lima	239-205-000	LIMAOHX A25W
Pennsylvania	Chambersburg	239-207-000	CHBGPA XC77W
	Carlisle	239-206-000	CRLSPA XC77W
Texas	Athens	239-141-000	ATHNTX XA21W
	Humble	239-142-000	HMBLTX XA21W

#### OPERATOR & DIRECTORY ASSISTANCE

Operator and Directory Assistance can be obtained from any of the four Sprint regional centers.

The recurring and non-recurring rates are based on the regional centers which are located in:

Las Vega, Nevada  
Mansfield, Ohio  
Rocky Mount, North Carolina  
Winter Park, Florida

## LOOPS

Exchange	CLLI	Band	2 Wire Voice Grade Rate	4 Wire Voice Grade Rate	DS0 2 Wire Digital Data Loop or Interconnection ADSL/ISDN-BRI	DS0 4 Wire Digital Data 56 or 64 kbps	DS1 4 Wire Digital Data DS1/T1/ISDN-PRI Loop or Interconnection	DS3 Digital Data Loop or Interconnection
Bristol XAH	BRSTTNXAH	BAND 1	\$22.69	\$38.79	\$ 24.03	\$ 40.13	\$ 93.12	ICB
Kingsport XAH	KGPTTNXAH	BAND 1	\$22.69	\$38.79	\$ 24.03	\$ 40.13	\$ 93.12	ICB
Johnson City XAH	JHCYTNXAH	BAND 2	\$28.27	\$48.35	\$ 29.61	\$ 49.69	\$ 102.97	ICB
Elizabethton	ELTNTNXAH	BAND 3	\$33.73	\$57.67	\$ 35.07	\$ 59.01	\$ 113.01	ICB
Johnson City XCH	JHCYTNXCH	BAND 3	\$33.73	\$57.67	\$ 35.07	\$ 59.01	\$ 113.01	ICB
Blountville	BUVLTNXAR	BAND 4	\$40.71	\$69.62	\$ 42.05	\$ 70.96	\$ 128.96	ICB
Bristol XBR	BRSTTNXBR	BAND 4	\$40.71	\$69.62	\$ 42.05	\$ 70.96	\$ 128.96	ICB
Church Hill	CHHLTNXAR	BAND 4	\$40.71	\$69.62	\$ 42.05	\$ 70.96	\$ 128.96	ICB
Greeneville	GRVLTNXAH	BAND 4	\$40.71	\$69.62	\$ 42.05	\$ 70.96	\$ 128.96	ICB
Kingsport XCR	KGPTTNXCR	BAND 4	\$40.71	\$69.62	\$ 42.05	\$ 70.96	\$ 128.96	ICB
Midway	MDWYTNXAR	BAND 4	\$40.71	\$69.62	\$ 42.05	\$ 70.96	\$ 128.96	ICB
Bluff City	BLCYTNXAR	BAND 5	\$48.80	\$83.44	\$ 50.14	\$ 84.78	\$ 144.41	ICB
Erwin	ERWNTNXAR	BAND 5	\$48.80	\$83.44	\$ 50.14	\$ 84.78	\$ 144.41	ICB
Sullivan Gardens	SLGRTNXAR	BAND 5	\$48.80	\$83.44	\$ 50.14	\$ 84.78	\$ 144.41	ICB
Baileyton	BLTNTNXAR	BAND 6	\$68.70	\$117.48	\$ 70.04	\$ 118.82	\$ 186.81	ICB
Butler	BTLRTNXAR	BAND 6	\$68.70	\$117.48	\$ 70.04	\$ 118.82	\$ 186.81	ICB
Fall Branch	FLBRTNXAR	BAND 6	\$68.70	\$117.48	\$ 70.04	\$ 118.82	\$ 186.81	ICB
Hampton	HMPNTNXAR	BAND 6	\$68.70	\$117.48	\$ 70.04	\$ 118.82	\$ 186.81	ICB
Jonesboro	JNBOTNXAR	BAND 6	\$68.70	\$117.48	\$ 70.04	\$ 118.82	\$ 186.81	ICB
Limestone	LMSTTNXAS	BAND 6	\$68.70	\$117.48	\$ 70.04	\$ 118.82	\$ 186.81	ICB
Mosheim	MOSHTNXAR	BAND 6	\$68.70	\$117.48	\$ 70.04	\$ 118.82	\$ 186.81	ICB
Mountain City	MTCYTNXAR	BAND 6	\$68.70	\$117.48	\$ 70.04	\$ 118.82	\$ 186.81	ICB
Roan Mountain	RNMTTNXAR	BAND 6	\$68.70	\$117.48	\$ 70.04	\$ 118.82	\$ 186.81	ICB
Stoney Creek	STCKTNXAR	BAND 6	\$68.70	\$117.48	\$ 70.04	\$ 118.82	\$ 186.81	ICB

## LOCAL SWITCHING

	Rate	
	Band	Rate
BRISTOL (SOUTH), TN	1	\$5.34
BRISTOL, TN	1	\$5.34
KINGSPORT (EAST), TN	1	\$5.34
KINGSPORT, TN	1	\$5.34

ELIZABETHTON, TN	2	\$6.04
GREENEVILLE, TN	2	\$6.04
JOHNSON CITY (MAIN), TN	2	\$6.04
JOHNSON CITY (NORTH), TN	2	\$6.04

BAILEYTON, TN	3	\$7.86
BLOUNTVILLE, TN	3	\$7.86
BLUFF CITY, TN	3	\$7.86
BUTLER, TN	3	\$7.86
CHURCH HILL, TN	3	\$7.86
ERWIN, TN	3	\$7.86
FALL BRANCH, TN	3	\$7.86
HAMPTON, TN	3	\$7.86
JONESBORO, TN	3	\$7.86
LIMESTONE, TN	3	\$7.86
MIDWAY (Sullivan Co), TN	3	\$7.86
MIDWAY (Washington Co.), TN	3	\$7.86
MOSHEIM, TN	3	\$7.86
MOUNTAIN CITY, TN	3	\$7.86
ROAN MOUNTAIN, TN	3	\$7.86
STONEY CREEK, TN	3	\$7.86
SULLIVAN GARDENS, TN	3	\$7.86

### **END OFFICE**

BAILEYTON, TN	\$0.003022
BLOUNTVILLE, TN	\$0.003022
BLUFF CITY, TN	\$0.003022
BRISTOL, TN	\$0.003022
BUTLER, TN	\$0.003022
CHURCH HILL, TN	\$0.003022
ELIZABETHTON, TN	\$0.003022
ERWIN, TN	\$0.003022
FALL BRANCH, TN	\$0.003022
GREENEVILLE, TN	\$0.003022
HAMPTON, TN	\$0.003022
JOHNSON CITY, TN	\$0.003022
JONESBORO, TN	\$0.003022
KINGSPORT, TN	\$0.003022
LIMESTONE, TN	\$0.003022
MIDWAY, TN	\$0.003022
MOSHEIM, TN	\$0.003022
MOUNTAIN CITY, TN	\$0.003022
ROAN MOUNTAIN, TN	\$0.003022
STONEY CREEK, TN	\$0.003022
SULLIVAN GARDENS, TN	\$0.003022

## TRANSPORT BANDS

Tennessee

Band	DS1	DS3
1	155.47	2895.25
2	165.03	3230.95
3	169.82	3398.80
4	184.17	3902.35
5	261.24	5790.51
6	293.57	6797.60
7	337.80	7630.79
8	367.01	8304.91
9	368.33	8685.76
10	399.34	9692.86
11	491.44	11359.24
12	520.14	12033.35
13	675.61	12707.47
14	704.31	
15	862.87	
16	1011.58	
17	1047.03	
18	1231.20	
19	1538.47	

## TRANSPORT

Sprint / United Telephone of the Southeast, Inc. - Tennessee

Rate Table - Updated 5/20/99

Originating	Terminating	Originating	Terminating	Dedicated DS1	Dedicated DS3	Common
ABGNVAXA	MDWYTNXA	Abingdon, VA	Midway	293.57	ICB	0.001672
BLTNTNXA	GRVLTNXA	Baileyton	Greeneville	520.14	ICB	0.001672
BLTNTNXA	LMSTTNXA	Baileyton	Limestone	1011.58	ICB	0.001672
BLTNTNXA	MOSHTNXA	Baileyton	Mosheim	704.31	ICB	0.001672
BUVLTNXA	BLCYTNXA	Blountville	Bluff City	261.24	5790.51	0.001672
BUVLTNXA	BRSTTNXA	Blountville	Bristol, TN and Bristol, VA	155.47	2895.25	0.001672
BUVLTNXA	CHHLTNXA	Blountville	Church Hill, Mt. Carmel	367.01	8685.76	0.001672
BUVLTNXA	FLBRTNXA	Blountville	Fall Branch	399.34	9692.86	0.001672
BUVLTNXA	KGPTTNXA	Blountville	Kingsport	155.47	2895.25	0.001672
BUVLTNXA	MDWYTNXA	Blountville	Midway (Sullivan County)	261.24	5790.51	0.001672
BUVLTNXA	KGPTTNXC	Blountville	Morrison City, VA	155.47	2895.25	0.001672
BUVLTNXA	SLGRTNXA	Blountville	Sullivan Gardens	399.34	9692.86	0.001672
BLCYTNXA	BRSTTNXA	Bluff City-Piney Flats	Bristol, TN and Bristol, VA	155.47	2895.25	0.001672
BLCYTNXA	CHHLTNXA	Bluff City-Piney Flats	Church Hill	261.24	5790.51	0.001672

BLCYTNXA	FLBRTNXA	Bluff City-Piney Flats	Fall Branch	293.57	6797.60	0.001672
BLCYTNXA	KGPTTNXA	Bluff City-Piney Flats	Kingsport	155.47	2895.25	0.001672
BLCYTNXA	MDWYTNXA	Bluff City-Piney Flats	Midway (Sullivan County)	261.24	5790.51	0.001672
BLCYTNXA	SLGRTNXA	Bluff City-Piney Flats	Sullivan Gardens	293.57	6797.60	0.001672
BRSTTNXA	CHHLTNXA	Bristol, TN	Church Hill	261.24	5790.51	0.001672
BRSTTNXA	FLBRTNXA	Bristol, TN	Fall Branch	293.57	6797.60	0.001672
BRSTTNXA	KGPTTNXA	Bristol, TN	Kingsport	155.47	2895.25	0.001672
BRSTTNXA	MDWYTNXA	Bristol, TN	Midway (Sullivan County)	261.24	5790.51	0.001672
BRSTTNXA	SLGRTNXA	Bristol, TN	Sullivan Gardens	293.57	6797.60	0.001672
BTLRTNXA	ELTNTNXA	Butler	Elizabethton	184.17	3902.35	0.001672
BTLRTNXA	HMPNTNXA	Butler	Hampton	184.17	3902.35	0.001672
BTLRTNXA	RNMTTNXA	Butler	Roan Mountain	1047.03	ICB	0.001672
BTLRTNXA	STCKTNXA	Butler	Stoney Creek	368.33	ICB	0.001672
CHHLTNXA	FLBRTNXA	Church Hill-Mt.Carmel	Fall Branch	293.57	6797.60	0.001672
CHHLTNXA	KGPTTNXA	Church Hill-Mt.Carmel	Kingsport	155.47	2895.25	0.001672
CHHLTNXA	MDWYTNXA	Church Hill-Mt.Carmel	Midway (Sullivan County)	367.01	8685.76	0.001672
CHHLTNXA	KGPTTNXC	Church Hill-Mt.Carmel	Morrison City, VA	155.47	2895.25	0.001672
CHHLTNXA	SLGRTNXA	Church Hill-Mt.Carmel	Sullivan Gardens	293.57	6797.60	0.001672
ELTNTNXA	HMPNTNXA	Elizabethton	Hampton	184.17	3902.35	0.001672
ELTNTNXA	RNMTTNXA	Elizabethton	Roan Mountain	1047.03	ICB	0.001672
ELTNTNXA	STCKTNXA	Elizabethton	Stoney Creek	184.17	12707.47	0.001672
FLBRTNXA	KGPTTNXA	Fall Branch	Kingsport	184.17	3902.35	0.001672
FLBRTNXA	MDWYTNXA	Fall Branch	Midway (Sullivan County)	399.34	9692.86	0.001672
FLBRTNXA	KGPTTNXC	Fall Branch	Morrison City, VA	184.17	3902.35	0.001672
FLBRTNXA	SLGRTNXA	Fall Branch	Sullivan Gardens	184.17	3902.35	0.001672
GRVLTNXA	BLGPTNMA	Greeneville	Bulls Gap*	1047.03	ICB	0.001672
GRVLTNXA	LMSTTNXA	Greeneville	Limestone	491.44	11359.24	0.001672
GRVLTNXA	MOSHTNXA	Greeneville	Mosheim	184.17	12707.47	0.001672
HMPNTNXA	RNMTTNXA	Hampton	Roan Mountain	1047.03	ICB	0.001672
HMPNTNXA	STCKTNXA	Hampton	Stoney Creek	368.33	ICB	0.001672
JHCYTNXA	JNBOTNXA	Johnson City Main	Jonesborough-Sulphur Springs	184.17	3902.35	0.001672
JHCYTNXA	LMSTTNXA	Johnson City Main	Limestone	184.17	3902.35	0.001672
JHCYTNXA	MDWYTNXA	Johnson City Main	Midway (Washington County)	155.47	2895.25	0.001672
JHCYTNXC	JNBOTNXA	Johnson City North	Jonesborough-Sulphur Springs	293.57	6797.60	0.001672
JHCYTNXC	LMSTTNXA	Johnson City North	Limestone	293.57	6797.60	0.001672
JHCYTNXC	MDWYTNXA	Johnson City North	Midway (Washington County)	155.47	2895.25	0.001672
JHCYTNXC	WYVLVAXA	Johnson City North	Wytheville	243.54	5050.84	0.001672
JNBOTNXA	LMSTTNXA	Jonesborough-Sulphur Springs	Limestone	184.17	3902.35	0.001672
JNBOTNXA	MDWYTNXA	Jonesborough-Sulphur Springs	Midway (Washington County)	399.34	9692.86	0.001672
KGPTTNXA	MDWYTNXA	Kingsport	Midway (Sullivan County)	261.24	5790.51	0.001672
KGPTTNXA	SLGRTNXA	Kingsport	Sullivan Gardens	184.17	3902.35	0.001672
LMSTTNXA	MDWYTNXA	Limestone	Midway (Washington County)	293.57	6797.60	0.001672
LMSTTNXA	MOSHTNXA	Limestone	Mosheim	675.61	ICB	0.001672
MDWYTNXA	MDWYTNXA	Midway (Sullivan County)	Midway (Washington County)	261.24	5790.51	0.001672
MDWYTNXA	KGPTTNXC	Midway (Sullivan County)	Morrison City, VA	261.24	5790.51	0.001672
MDWYTNXA	SLGRTNXA	Midway (Sullivan County)	Sullivan Gardens	399.34	9692.86	0.001672
MOSHTNXA	BLGPTNMA	Mosheim	Bulls Gap*	1047.03	ICB	0.001672
MTCYTNXA	SHVYTNXA	Mountain City	Shady Valley*	1538.47	ICB	0.001672
RNMTTNXA	STCKTNXA	Roan Mountain	Stoney Creek	1231.20	ICB	0.001672



# **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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## **ATTACHMENT IX**

**2000  
SPRINT**

**DISASTER RECOVERY PLANNING**

**For**

**CLECS**

*May 2000*

## GENERAL CLEC DISASTER RECOVERY PROCEDURES

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# **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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## **1.0 PURPOSE**

In the unlikely event of a disaster occurring that affects Sprint's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same parity consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

## **2.0 IDENTIFYING THE PROBLEM**

During the early stages of problem detection, the NOC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; Sprint equipment only or a combination. The equipment that is affected will largely determine the initial restoration activity.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NOC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the Sprint NOC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NOC will attempt to re-establish as much traffic as possible.

The service centers will also be impacted by a disaster situation, and separate measures for their recovery are included as well.

## **3.0 SITE CONTROL**

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components, which could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

## **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. Local authorities will initially control the site until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way and other possible options available.

### **4.0 ENVIRONMENTAL CONCERNS**

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

## **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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1. Emergency engine fuel supply. Damage to standby equipment and the fuel handling equipment could have created “spill” conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

## **5.0 EMERGENCY RESTORATION PLAN FOR CSO ORGANIZATION**

### **5.1 Introduction**

This plan provides a basic organizational structure and defines areas of responsibility for a wide range of disasters. It is intended to allow and encourage maximum organizational flexibility in responding to all potential disasters. The organization outlined here includes only those people who normally would support the Service Center operations.

## **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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### **5.2 General Information**

As soon as it is determined that an emergency situation exists, the Service Center Manager will hold a meeting with the Local Assessment Team and make plans for placing the Disaster Recovery Plan into effect.

The assessment teams areas of responsibilities will be determined and assigned by the Service Center Manager.

As soon as practical, the Service Center Manager will use all means available for alerting the personnel who will be needed to make the assessment, keeping in mind that the assessment should be completed as soon as possible after an emergency occurrence.

After personnel report, the Service Center Manager, or his designated representative, will provide the necessary information to begin the damage assessments.

It is most important that the Service Center Manager ensure that the assessment team is properly instructed and keeps in mind Sprint's safety practices and abides by them while securing center assessment information.

## **6.0 EMERGENCY RESTORATION**

In the event an emergency situation develops, or is in the process of developing, the Service Center Manager will hold a meeting with the Local Assessment team to place the Disaster Recovery Plan into operation.

### **6.1 Local Service Center Assessment Team**

- Service Center Manager
- Manager-Buildings/Grounds
- Security Manager
- Information Services Manager
- Manager Safety /Risk/Loss
- Public Relations Manager

## **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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### **6.2 Agenda for Meeting**

The Local Assessment Team should review the following subjects and take action as necessary to expedite the restoration of service.

- Departments affected
- AC power failures
- LAN Connectivity
- Communication System Assessment
- Working Conditions (weather, delays, etc.)
- Work force requirements (forces on the job, in transit, etc.)
- Extra Forces needed
- Contractors needed
- Restoration schedules – temporary/permanent
- Equipment requirements
- General review of responsibilities
- Secure from Decision Support work order number

### **7.0 EMERGENCY RESTORATION PRIORITY**

The priority for restoration will be established at the time of the emergency or disaster, as conditions dictate. The following are considerations for restoration in order of priority:

1. Assignment
2. Remote Entry
3. CLEC

### **8.0 WORK DISTRIBUTION RECOMMENDATION**

Scottsbluff, Nebraska - All work can be routed to Jefferson City, Missouri.

Jefferson City, Missouri - All work can be routed to Carlisle.

Carlisle, Pennsylvania - All work can be routed to Jefferson City, Missouri

Fayetteville, North Carolina -

Remote Entry for Companies "O" & "C" to Winter Garden.

Remote Entry for Company "S" to Carlisle.

## GENERAL CLEC DISASTER RECOVERY PROCEDURES

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Assignment for Company "C" to Las Vegas  
Assignment for Company "S" to Ft. Myers  
Assignment for Company "O" to Jefferson City  
CLEC to Ft. Myers

Las Vegas, Nevada  
Remote Entry to Winter Garden and Carlisle  
Assignment to Fayetteville, Ft. Myers, and Jefferson City  
CLEC to Fayetteville

Winter Garden, Florida  
Remote entry to Jefferson City, Carlisle, and Fayetteville  
Ft. Myers, Florida  
Assignment to Las Vegas, Jefferson City, Carlisle, and Fayetteville  
CLEC to Las Vegas and Fayetteville

Note: The techs will call directly to the 800 number of the receiving center. This will also help with work distribution.

### **9.0 EMERGENCY RESTORATION PLAN FOR NETWORK ORGANIZATION CENTER**

#### **9.1 Disaster Management Structure**

The Disaster Recovery Management Team is comprised of internal and external personnel responsible for maintaining and executing the plan. The Plan addresses both short and long term disaster but is flexible enough to resolve less severe disruptions.

The nature of the disruption typically indicates the specific resources needed for recovery. Therefore, the resources utilized by the Recovery Team are directly related to the extent of the damage caused by the event.

The primary responsibilities of the Disaster Recovery Management Team are to:

- Accomplish rapid and efficient recovery of the network and applications systems at the primary and alternate site locations.
- Manage recovery and non-recovery activities to protect vital NOC functions until normal operations are resumed.
- Conduct streamlined reporting of recovery progress from the recovery team level upward to Executive Management and downward to affected personnel.



## GENERAL CLEC DISASTER RECOVERY PROCEDURES

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The Disaster Recovery Management Team consists of:

- NOC Director
- Manager of Special Services
- Manager of Technical Assistance
- Manager of Surveillance
- Manager of Scheduling & Administration

All leadership positions on the Recovery Team are required to have an alternate person to assume their position in the case they are not available at the time of the disaster and subsequent recovery.

### 9.2 Network Operations Center- Director

The NOC Director manages the recovery and restoration effort, reporting recovery and progress and problems to Executive Management. All individual groups within the NOC function under this supervision throughout the recovery and restoration. Managers of the groups report recovery status directly to the NOC Director.

In a non-disaster mode the Director assumes the role in ensuring that the Plan is properly documented, maintained and tested in order to ensure that a state of readiness always exists sufficient to respond to any level of disaster. Functional management groups operating under this direction are:

Internal:

- Technical Assistance
- Special Services
- Scheduling and Administration
- Surveillance
- Corporate Communications (Public Relations)

## **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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### **10.0 RECOVERY PROCEDURES**

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how Sprint will proceed with restoration is whether or not Sprint's equipment is incapacitated. Regardless of whose equipment is out of service, Sprint will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

#### **10.1 CLEC OUTAGE**

For a problem limited to one CLEC (or a building with multiple CLECs), Sprint has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, Sprint can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon Sprint having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact Sprint's resolve to re-establish traffic to the original destination as quickly as possible.

#### **10.2 SPRINT OUTAGE**

Because Sprint's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged Sprint equipment is different. The outage will probably impact a number of Carriers simultaneously.

A disaster involving any of Sprint's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access tandem or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NOC would be the first group to observe a problem involving Sprint's equipment. Shortly after a disaster, the NOC will begin applying controls and finding reroutes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from affected carriers and notification of the CLECs involved. In some cases, changes in translations will be required.

## **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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### **10.2.1 Loss of a Central Office**

When Sprint loses a Central Office, the NOC will

- a) Place specialists and emergency equipment on notice.
- b) Inventory the damage to determine what equipment and/or functions are lost,
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary.
- d) Begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and Sprint in a nondiscriminatory manner in accordance with SNEP-TSP guidelines, and
- e) Begin restoring service to CLECs and other customers

### **10.2.2 Loss of a Central Office with Serving Wire Center Functions**

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

### **10.2.3 Loss of a Central Office with Tandem Functions**

When Sprint loses a Central Office building that serves as an Access Tandem and as a SWC, the NOC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost.
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary.
- d) Begin reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and a Sprint in a nondiscriminatory manner in accordance with NSEP-TSP guidelines, and
- e) Redirect as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC.
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers.

## **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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### **10.2.4 Loss of a Facility Hub**

In the event that Sprint loses a facility hub, the recovery process is much the same as above. The recovery effort will include:

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agency customers of CLECs and Sprint in a nondiscriminatory manner in accordance with NSEP-TSP guidelines; and
- e) Restoring service to CLECs and other customers. If necessary, Sprint will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

### **10.3 COMBINED OUTAGE (CLEC AND SPRINT EQUIPMENT)**

In some instances, a disaster may impact Sprint's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since Sprint and the CLECs will be utilizing temporary equipment, close coordination will be required.

#### **10.3.1 ALTERNATIVE BUILDING**

In preparation for an extended outage, each Service Center Manager to identify with Land & Buildings an alternate company location that could be converted to a temporary service center.

Alternate space to accommodate:

- Work stations
- Computers
- Telephones
- LAN Connections

This space would not be occupied or furnished in advance but would be equipped with LAN and telephone connections.

## **GENERAL CLEC DISASTER RECOVERY PROCEDURES**

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### **11.0 T1 IDENTIFICATION PROCEDURES**

During the restoration of service after a disaster, Sprint may be forced to aggregate traffic for delivery to a CLEC. During this process T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, Sprint may be forced to “package” this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

### **12.0 ACRONYMS**

CO	Central Office (Sprint)
DS3	Facility that carries 28 T1s (672 circuits)
CLEC	Competitive Local Exchange Carrier
NOC	Network Operations Center
SWC	Serving Wire Center (Sprint switch)
T1	Facility that carries 24 circuits